

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

04112853

-----X
ALEX YAKOVLEV,

Plaintiff,

-against-

BLOOMBERG L.P.,

Defendant.
-----X

Index No.:

Date Filed:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff by and through his counsel, The Law Firm of Louis Ginsberg, P.C., states the following as his Complaint against the Defendant:

NATURE OF ACTION

1. This action seeks to recover damages for medical disability discrimination committed by Defendant against Plaintiff.

PARTIES

2. Plaintiff, Alex Yakovlev, resides at 201 Brighton First Road, Apt. 6A, Brooklyn, New York 11235.

3. Defendant, Bloomberg, L.P. maintains an office in this judicial district located at 499 Park Avenue, New York, New York 10022. Defendant employs at least four (4) persons.

FILED

SEP 08 2004

NEW YORK
COUNTY CLERK'S OFFICE

FACTS

4. Plaintiff began his employment with Defendant on or about November 6, 2000. He was hired as a Programmer in Research and Development. At all times herein, Plaintiff performed his job competently.
5. On or about April of 2002, Plaintiff was diagnosed with Carpal Tunnel Syndrome and Lumbar Radiculopathy with Spinal Canal Stenosis and nerve impingement.
6. Plaintiff was unable to work from mid April to June of 2002 and was placed on short term disability by Defendant. On May 28, 2002, Plaintiff's Doctor, Aleksandr Martirosov, M.D. sent a note to Lisa Vogel in Human Resources requesting workplace accommodations for Plaintiff. Plaintiff is a "disabled" person because New York's Highest Court has ruled that any "medically diagnosable impairment" is a disability under the New York State Human Rights Law. See Reeves v. Johnson Controls, 140 F3d 144, 154 (1998), and the New York City Human Rights Law's standard is at least that broad. Sacay v. Research Found., 44 F. Supp. 2d 496, 503 (EDNY 1999).
7. Plaintiff went back to work in early June, 2002. On June 6, 8, 10 and 12, Dr. Martirosov tried calling, writing and faxing Ms. Vogel, to discuss possible accommodations. Dr. Martirosov never once heard back from Ms. Vogel. On June 17, 2002, Ms. Vogel told Plaintiff to go home and continue his leave, in response to a letter from Dr. Lenzo, declaring that Plaintiff should not go back to work until further notice.
8. Subsequently, Dr. Martirosov tried contacting Human Resources on numerous occasions in September, 2002, but they were not willing to discuss accommodations.

9. On November 5, 2002, Dr. Martirosov sent another note to Ms. Vogel requesting reasonable accommodations, noting that working from his home would be one possibility for Plaintiff, since he had two workstations already installed in his home.
10. On November 12, 2002, Plaintiff sent an e-mail to his boss, Brian Nadzan, requesting restoration of his access key, in order to work from home. Mr. Nadzan responded by writing, "company policy dictates that you cannot work from home while you are out on leave. If you have questions, please contact Human Resources."
11. On December 20, 2002, Plaintiff received a letter from CNA, defendant's disability insurer. Ms. Kowzan, the Claims Consultant specifically references Plaintiff requesting workplace accommodations. She also mentions a conversation with Human Resources, whereby Ms. Vogel stated that ergonomic accommodations could be provided if necessary. It should be noted that Ms. Vogel never once communicated this possible accommodation to Plaintiff.
12. On December 23, 2002, Plaintiff sent an e-mail to Mr. Nadzan and Ms. Norris, an HR representative in the London office, detailing his pursuit of reasonable workplace accommodations. Once again, nothing was done.
13. On January 24, 2003, Plaintiff wrote another e-mail to Ms. Norris, stating that CNA informed him in writing that workplace accommodations are available. He then indicated that he asked for these accommodations, requesting information as to how exactly they can be implemented. Not surprisingly, Plaintiff never received a response from Ms. Norris.
14. On January 30, 2003, Plaintiff once again e-mailed Mr. Nadzan, stating, "I feel much better now...with reasonable accommodations I can get back and be a productive member of your team."

15. Sometime in early March, 2003, Dr. Martirosov send another letter to Ms. Vogel and Ms. Nathan, saying that in the last few months he sent numerous letters asking them to discuss accommodations with him, whereby not a single correspondence was ever replied to.

16. On March 13, 2003, Dr. Martirosov finally received a response from Human Resources, saying they are unaware of any such letters sent to them on behalf of Plaintiff. This was untrue, evidenced by them referencing a prior letter indicating Plaintiff would require "simple workplace accommodations." Human resources then proceeded to ask the Doctor to reply, stating what accommodations he has in mind. In response, Dr. Martirosov sent a letter to Ms. Nathan requesting reasonable accommodations, such as bigger computer fonts, permission to take short breaks and to stretch during the day. Plaintiff was never offered any such accommodations, even though they would not have caused any undue hardship to defendant.

17. On March 26, 2003, Human Resources responded by suggesting that Plaintiff try to find an open position at defendant for which he is qualified. Therefore, instead of offering Plaintiff reasonable accommodations at his existing position, even though it would not have caused any undue hardship, defendant effectively terminated Plaintiff by saying his current position is no longer available to him, telling him to inquire as to alternative employment, thus leaving him without a job.

18. The conduct of Defendant and its agents violated Plaintiff's rights under the New York State and City Human Rights Laws.

19. Defendant and its agents caused Plaintiff lost pay, humiliation, embarrassment and mental anguish by harassing, discriminating against and effectively terminating Plaintiff by refusing to provide him with reasonable accommodations due to his medical disabilities, perceived medical disabilities and records of impairments.

**AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION AGAINST
DEFENDANT FOR DISABILITY DISCRIMINATION UNDER STATE LAW**

20. Plaintiff incorporates paragraphs 1-19 as if fully rewritten herein.
21. By and through its course of conduct, Defendant and its agents violated the New York State Human Rights Law, § 296 et seq. of the Executive Law by refusing to provide Plaintiff with reasonable accommodations and effectively terminating Plaintiff due to his medical disabilities, perceived medical disabilities and records of impairments.

**AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION AGAINST
DEFENDANT FOR DISABILITY DISCRIMINATION UNDER CITY LAW**

22. Plaintiff incorporates paragraphs 1-21 as if fully rewritten herein.
23. By and through its course of conduct, Defendant and its agents violated the New York City Human Rights Law, § 8-101 et seq. of the New York City Administrative Code by refusing to provide Plaintiff with reasonable accommodations and effectively terminating Plaintiff due to his medical disabilities, perceived medical disabilities and records of impairments.
24. Other than this lawsuit, there is no other complaint pending with any administrative agency or court regarding these events.
25. Pursuant to and as required by §8-502 of the New York City Human Rights Law Plaintiff has also served a copy of this complaint upon the City Commission on Human Rights and Corporation Counsel of the City of New York.

WHEREFORE, the Plaintiff prays that this Court:


- (a) accepts jurisdiction over this matter;
- (b) impanels and charges a jury with respect to the causes of action; and,
- (c) awards the following damages against Defendant:
 - i. Back pay, front pay, and all benefits along with pre and post judgment interest in the amount of one million dollars (\$1,000,000.00);
 - ii. Punitive, liquidated and compensatory damages including, but not limited to, damages for pain and suffering, physical injury, anxiety, humiliation, and emotional distress in order to compensate him for the injuries he has suffered and to signal to other employers that discrimination in employment is repulsive to legislative enactments in the amount of two million dollars (\$2,000,000.00),
 - iii. Attorney's fees, costs and expenses as provided for by the applicable statutes;
 - iv. Require Defendant to offer and, if accepted by Plaintiff, to reinstate him to the same position from which it discriminatorily terminated him; and,
 - v. Any other relief which this Court deems just and equitable.

Dated: September 1, 2004
New York, New York

Respectfully submitted,

THE LAW FIRM OF
LOUIS GINSBERG, P.C.

By:


Brian Schaffer (BS 7548)
55 John Street, 10th Floor
New York, N.Y. 10038
(212) 406-3630
Attorneys for Plaintiff

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

ALEX YAKOVLEV,

Plaintiff,

-against-

BLOOMBERG L.P.,

Defendant.

SUMMONS AND COMPLAINT

**The Law Firm of Louis Ginsberg P.C.
55 John Street 10th Floor
New York, New York 10038
212-406-3630**